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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

M&N LUXURY AV, LLC, a California  
limited liability company,

Plaintiff,

v.

BANG & OLUFSEN AMERICA INC. a  
Delaware Corporation; BANG &  
OLUFSEN A/S, a Danish Company;  
B&O PLAY A/S, a Danish Company;  
BANG & OLUFSEN OPERATIONS  
A/S, a Danish Company; and DOES 1-25,

Defendants.

Case No. 2:24-cv-02230-DSF-KES

*[Discovery Document: Referred to  
Magistrate Judge Karen E. Scott]*

**STIPULATED PROTECTIVE  
ORDER**

Judge: Hon. Dale S. Fischer

Magistrate Judge: Hon. Karen E. Scott

|                      |                  |
|----------------------|------------------|
| Action Filed:        | March 5, 2024    |
| Discovery            |                  |
| Cut-Off Date:        | June 30, 2025    |
| Last Day for Motion  |                  |
| Hearings:            | January 26, 2026 |
| Pre-Trial Conference |                  |
| Date:                | April 6, 2026    |
| Trial Date:          | May 5, 2026      |

1 IT IS HEREBY STIPULATED by and between Plaintiff M&N Luxury  
2 AV, LLC (hereinafter “Plaintiff”) and Defendant Bang & Olufsen America, Inc.,  
3 Bang & Olufsen A/S, B&O Play A/S, and Bang & Olufsen Operations (“B&O” or  
4 “Defendants,” and their respective attorneys, and ordered by the Court as follows:

5 1. PURPOSES AND LIMITATIONS

6 Discovery in this action is likely to involve production of confidential,  
7 proprietary, or private information for which special protection from public  
8 disclosure and from use for any purpose other than prosecuting this litigation may  
9 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
10 enter the following Stipulated Protective Order. The parties acknowledge that this  
11 Order does not confer blanket protections on all disclosures or responses to  
12 discovery and that the protection it affords from public disclosure and use extends  
13 only to the limited information or items that are entitled to confidential treatment  
14 under the applicable legal principles. The parties further acknowledge, as set forth  
15 in Section 13.3, below, that this Stipulated Protective Order does not entitle them  
16 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
17 procedures that must be followed and the standards that will be applied when a party  
18 seeks permission from the court to file material under seal.

19 2. GOOD CAUSE STATEMENT

20 This action is likely to involve trade secrets, customer and pricing lists and  
21 other valuable research, development, commercial, financial, and/or proprietary  
22 information for which special protection from public disclosure and from use for  
23 any purpose other than prosecution of this action is warranted. Such confidential  
24 and proprietary materials and information consist of, among other things,  
25 confidential business or financial information, information regarding confidential  
26 business practices, or other confidential research, development, or commercial  
27 information (including information implicating privacy rights of third parties),  
28 information otherwise generally unavailable to the public, or which may be

1 privileged or otherwise protected from disclosure under state or federal statutes,  
2 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
3 information, to facilitate the prompt resolution of disputes over confidentiality of  
4 discovery materials, to adequately protect information the parties are entitled to  
5 keep confidential, to ensure that the parties are permitted reasonable necessary uses  
6 of such material in preparation for and in the conduct of trial, to address their  
7 handling at the end of the litigation, and serve the ends of justice, a protective order  
8 for such information is justified in this matter. It is the intent of the parties that  
9 information will not be designated as confidential for tactical reasons and that  
10 nothing be so designated without a good faith belief that it has been maintained in  
11 a confidential, non-public manner, and there is good cause why it should not be part  
12 of the public record of this case.

13 **3. DEFINITIONS**

14 3.1 Action: the above captioned pending federal lawsuit.

15 3.2 Challenging Party: a Party or Non-Party that challenges the designation  
16 of information or items under this Order.

17 3.3 “CONFIDENTIAL” Information or Items: information (regardless of  
18 how it is generated, stored or maintained) or tangible things that qualify for  
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
20 the Good Cause Statement.

21 3.4 “ATTORNEYS’ EYES ONLY” or “AEO” Information or Items:  
22 information designated as “ATTORNEYS’ EYES ONLY” (regardless of how it is  
23 generated, stored or maintained) or tangible things, shall mean and include  
24 extremely sensitive “Confidential Information or Items,” disclosure of which to  
25 another Party or Non-Party would create a substantial risk of harm that could not be  
26 avoided by less restrictive means. This type of information and items include, for  
27 example, trade secret information, prospective marketing plans and financial  
28

1 projections, or other highly sensitive information that can cause direct damage to  
2 the party if such information were to be disclosed.

3 3.5 Designating Party: a Party or Non-Party that designates information or  
4 items that it produces in disclosures or in responses to discovery as  
5 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

6 3.6 Disclosure or Discovery Material: all items or information, regardless  
7 of the medium or manner in which it is generated, stored, or maintained (including,  
8 among other things, testimony, transcripts, and tangible things), that are produced  
9 or generated in disclosures or responses to discovery in this matter.

10 3.7 Expert: a person with specialized knowledge or experience in a matter  
11 pertinent to the litigation who: (1) has been retained by a Party or its counsel to  
12 serve as an expert witness or as a consultant in this Action; (2) is not a past or current  
13 employee of a Party; and (3) at the time of retention is not anticipated to become an  
14 employee of a Party or a Party’s competitor.

15 3.8 In House Counsel: attorneys who are employees of a party to this  
16 Action. In House Counsel does not include Outside Counsel of Record or any other  
17 outside counsel.

18 3.9 Non-Party: any natural person, partnership, corporation, association, or  
19 other legal entity not named as a Party to this action.

20 3.10 Outside Counsel of Record or Counsel: attorneys who are not  
21 employees of a party to this Action but are retained to represent or advise a party to  
22 this Action and have appeared in this Action on behalf of that party or are affiliated  
23 with a law firm which has appeared on behalf of that party, and includes support  
24 staff.

25 3.11 Party: any party to this Action, including all of its officers, directors,  
26 employees, consultants, retained experts, and Outside Counsel of Record (and their  
27 support staffs).  
28

1           3.12 Producing Party: a Party or Non-Party that produces Disclosure or  
2       Discovery Material in this Action.

3           3.13 Professional Vendors: persons or entities that provide litigation support  
4       services (e.g., photocopying, videotaping, translating, preparing exhibits or  
5       demonstrations, and organizing, storing, or retrieving data in any form or medium)  
6       and their employees and subcontractors.

7           3.14 Protected Material: any Disclosure or Discovery Material that is  
8       designated as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

9           3.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
10      from a Producing Party.

11   4.   SCOPE

12           The protections conferred by this Stipulation and Order cover not only  
13      Protected Material (as defined above), but also (1) any information copied or  
14      extracted from Protected Material; (2) all copies, excerpts, summaries, or  
15      compilations of Protected Material; and (3) any testimony, conversations, or  
16      presentations by Parties or their Counsel that might reveal Protected Material.

17           Any use of Protected Material at trial shall be governed by the orders of the  
18      trial judge. This Order does not govern the use of Protected Material at trial.

19   5.   DURATION

20           Even after final disposition of this litigation, the confidentiality obligations  
21      imposed by this Order shall remain in effect until a Designating Party agrees  
22      otherwise in writing or a court order otherwise directs. Final disposition shall be  
23      deemed to be the later of (1) dismissal of all claims and defenses in this Action,  
24      with or without prejudice; and (2) final judgment herein after the completion and  
25      exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
26      including the time limits for filing any motions or applications for extension of time  
27      pursuant to applicable law.  
28

1     6.     DESIGNATING PROTECTED MATERIAL

2             6.1     Exercise of Restraint and Care in Designating Material for Protection.

3     Each Party or Non-Party that designates information or items for protection under  
4     this Order must take care to limit any such designation to specific material that  
5     qualifies under the appropriate standards. The Designating Party must designate for  
6     protection only those parts of material, documents, items, or oral or written  
7     communications that qualify so that other portions of the material, documents,  
8     items, or communications for which protection is not warranted are not swept  
9     unjustifiably within the ambit of this Order.

10            Mass, indiscriminate, or routinized designations are prohibited. Designations  
11     that are shown to be clearly unjustified or that have been made for an improper  
12     purpose (e.g., to unnecessarily encumber the case development process or to impose  
13     unnecessary expenses and burdens on other parties) may expose the Designating  
14     Party to sanctions. If it comes to a Designating Party's attention that information or  
15     items that it designated for protection do not qualify for protection, that Designating  
16     Party must promptly notify all other Parties that it is withdrawing the inapplicable  
17     designation.

18            6.2     Manner and Timing of Designations. Except as otherwise provided in  
19     this Order (*see, e.g.*, second paragraph of section 6.2(a) below), or as otherwise  
20     stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
21     under this Order must be clearly so designated before the material is disclosed or  
22     produced.

23            Designation in conformity with this Order requires:

24            (a)     for information in documentary form (e.g., paper or electronic  
25     documents, but excluding transcripts of depositions or other pretrial or trial  
26     proceedings), that the Producing Party affix at a minimum, the legend  
27     “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” (hereinafter  
28     “CONFIDENTIAL legend”), to each page that contains protected material. If only

1 a portion or portions of the material on a page qualifies for protection, the Producing  
2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
3 markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
5 need not designate them for protection until after the inspecting Party has indicated  
6 which documents it would like copied and produced. During the inspection and  
7 before the designation, all of the material made available for inspection shall be  
8 deemed “CONFIDENTIAL” “ATTORNEYS’ EYES ONLY.” After the inspecting  
9 Party has identified the documents it wants copied and produced, the Producing  
10 Party must determine which documents, or portions thereof, qualify for protection  
11 under this Order. Then, before producing the specified documents, the Producing  
12 Party must affix the “CONFIDENTIAL legend” to each page that contains  
13 Protected Material. If only a portion or portions of the material on a page qualifies  
14 for protection, the Producing Party also must clearly identify the protected  
15 portion(s) (e.g., by making appropriate markings in the margins).

16 (b) for testimony given in depositions or in other pretrial or trial  
17 proceedings, that the Designating Party identify the Disclosure or Discovery  
18 Material on the record, before the close of the deposition, hearing, or other  
19 proceeding, and specify the level of protection being asserted. When it is  
20 impractical to identify separately each portion of testimony that is entitled to  
21 protection or it appears that substantial portions of the testimony may qualify for  
22 protection, the Designating Party may invoke on the record (before the deposition,  
23 hearing, or other proceeding is concluded) a right to have up to 30 days from the  
24 date the deposition transcript is received by counsel for the Designating Party to  
25 identify the specific portions of the testimony as to which protection is sought and  
26 to specify the level of protection being asserted. Only those portions of the  
27 testimony that are appropriately designated for protection within the 30 days from  
28 the date the deposition transcript is received by counsel for the Designating Party



1 shall be covered by the provisions of this Stipulated Protective Order.  
2 Alternatively, a Designating Party may specify, at the deposition or up to 30 days  
3 from the date the deposition transcript is received by counsel for the Designating  
4 Party if that period is properly invoked, that the entire transcript shall be treated as  
5 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.”

6 Parties shall give the other parties notice if they reasonably expect a  
7 deposition, hearing or other proceeding to include Protected Material so that the  
8 other parties can ensure that only authorized individuals who have signed the  
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
10 proceedings. The use of a document as an exhibit at a deposition shall not in any  
11 way affect its designation as “CONFIDENTIAL” or “ATTORNEYS’ EYES  
12 ONLY.”

13 Transcripts containing Protected Material shall have an obvious legend on  
14 the title page that the transcript contains Protected Material, and the title page shall  
15 be followed by a list of all pages (including line numbers as appropriate) that have  
16 been designated as Protected Material and the level of protection being asserted by  
17 the Designating Party. The Designating Party shall inform the court reporter of  
18 these requirements. Any transcript that is prepared before the expiration of a 30-  
19 day period for designation shall be treated during that period as if it had been  
20 designated “ATTORNEYS’ EYES ONLY” in its entirety unless otherwise agreed.  
21 After the expiration of that period, the transcript shall be treated only as actually  
22 designated.

23 (c) for information produced in some form other than documentary  
24 and for any other tangible items, that the Producing Party affix in a prominent place  
25 on the exterior of the container or containers in which the information is stored the  
26 legend “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY.” If only a portion  
27 or portions of the information warrants protection, the Producing Party, to the extent  
28



1 practicable, shall identify the protected portion(s), and specify the level of  
2 protection being asserted.

3 6.3 Inadvertent Failures to Designate. An inadvertent failure to designate  
4 qualified information or items does not, standing alone, waive the Designating  
5 Party's right to secure protection under this Order for such material, so long as the  
6 designation is corrected within a reasonable amount of time upon learning about the  
7 error. Upon timely correction of a designation, the Receiving Party must make  
8 reasonable efforts to assure that the material is treated in accordance with the  
9 provisions of this Order.

## 10 7. CHALLENGING CONFIDENTIALITY DESIGNATIONS

11 7.1 Timing of Challenges. Any Party or Non-Party may challenge a  
12 designation of confidentiality at any time that is consistent with the Court's  
13 Scheduling Order.

14 7.2 Meet and Confer. The Challenging Party shall initiate the dispute  
15 resolution process under Local Rule 37.1 *et seq.* or follow the procedures for  
16 informal, telephonic discovery hearings on the Court's website.

17 7.3 Burden of Persuasion. The burden of persuasion in any such challenge  
18 proceeding shall be on the Designating Party. Frivolous challenges, and those made  
19 for an improper purpose (e.g., to harass or impose unnecessary expenses and  
20 burdens on other parties) may expose the Challenging Party to sanctions. Unless the  
21 Designating Party has waived or withdrawn the confidentiality designation, all  
22 parties shall continue to afford the material in question the level of protection to  
23 which it is entitled under the Producing Party's designation until the Court rules on  
24 the challenge.

## 25 8. ACCESS TO AND USE OF PROTECTED MATERIAL

26 8.1 Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-Party in connection with this  
28 Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the  
2 conditions described in this Order. When the Action has been terminated, a  
3 Receiving Party must comply with the provisions of section 14 below (FINAL  
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
6 location and in a secure manner that ensures that access is limited to the persons  
7 authorized under this Order.

8 8.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
10 Receiving Party may disclose any information or item designated  
11 “CONFIDENTIAL” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
13 as well as employees of said Outside Counsel of Record to whom it is reasonably  
14 necessary to disclose the information for this Action;

15 (b) the officers, directors, and employees (including In House  
16 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this  
17 Action;

18 (c) Experts (as defined in this Order) of the Receiving Party to whom  
19 disclosure is reasonably necessary for this Action and who have signed the  
20 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

21 (d) the court and its personnel;

22 (e) court reporters and their staff;

23 (f) professional jury or trial consultants, mock jurors, and  
24 Professional Vendors to whom disclosure is reasonably necessary for this Action  
25 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
26 A);

27 (g) the author or recipient of a document containing the information  
28 or a custodian or other person who otherwise possessed or knew the information;

1 (h) during their depositions, witnesses, and attorneys for witnesses,  
2 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing  
3 party requests that the witness sign the form attached as Exhibit A hereto; and (2)  
4 they will not be permitted to keep any confidential information unless they sign the  
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
6 agreed by the Designating Party or ordered by the court. Pages of transcribed  
7 deposition testimony or exhibits to depositions that reveal Protected Material shall  
8 be separately bound by the court reporter and may not be disclosed to anyone except  
9 as permitted under this Stipulated Protective Order; and

10 (i) any mediator or settlement officer, and their supporting  
11 personnel, mutually agreed upon by any of the parties engaged in settlement  
12 discussions.

13 8.3 Disclosure of “ATTORNEYS’ EYES ONLY” Information or Items:  
14 Unless otherwise ordered by the court or permitted in writing by the Designating  
15 Party, a Receiving Party may disclose any information or item designated  
16 “ATTORNEYS’ EYES ONLY” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this Action,  
18 as well as employees of said Outside Counsel of Record to whom it is reasonably  
19 necessary to disclose the information for this Action;

20 (b) Experts (as defined in this Order) of the Receiving Party to whom  
21 disclosure is reasonably necessary for this Action and who have signed the  
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (c) the court and its personnel;

24 (d) court reporters and their staff who have signed the  
25 “Acknowledgement and Agreement to Be Bound” (Exhibit A);

26 (e) professional jury or trial consultants, mock jurors, and  
27 Professional Vendors to whom disclosure is reasonably necessary for this Action  
28

1 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit  
2 A);

3 (f) the author or recipient of a document containing the information.

4 (g) during their depositions, witnesses in the Action to whom  
5 disclosure is necessary, and attorneys for the witnesses, provided: (1) the deposing  
6 party requires that the witness sign in advance the form attached as Exhibit A hereto;  
7 and (2) the witness will not be permitted to keep any “ATTORNEY’S EYES  
8 ONLY” information. During, the disclosure of “ATTORNEY’S EYES ONLY”  
9 information, only Outside Counsel of Record for the respective parties and witness,  
10 the witness, and court reporter may be present. Pages of transcribed deposition  
11 testimony or exhibits to depositions that reveal “ATTORNEYS’ EYES ONLY”  
12 Information or Items shall be separately bound by the court reporter and may not be  
13 disclosed to anyone except as permitted under this Stipulated Protective Order; and

14 (h) any mediator or settlement officer, and their supporting  
15 personnel, mutually agreed upon by any of the parties engaged in settlement  
16 discussions.

17 9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation  
20 that compels disclosure of any information or items designated in this Action as  
21 “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY,” that Party must:

22 (a) promptly notify in writing the Designating Party. Such  
23 notification shall include a copy of the subpoena or court order;

24 (b) promptly notify in writing the party who caused the subpoena or  
25 order to issue in the other litigation that some or all of the material covered by the  
26 subpoena or order is subject to this Protective Order. Such notification shall include  
27 a copy of this Stipulated Protective Order; and  
28

1 (c) cooperate with respect to all reasonable procedures sought to be  
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with  
4 the subpoena or court order shall not produce any information designated in this  
5 action as “CONFIDENTIAL” or “ATTORNEYS’ EYES ONLY” before a  
6 determination by the court from which the subpoena or order issued, unless the  
7 Party has obtained the Designating Party’s permission. The Designating Party shall  
8 bear the burden and expense of seeking protection in that court of its confidential  
9 material and nothing in these provisions should be construed as authorizing or  
10 encouraging a Receiving Party in this Action to disobey a lawful directive from  
11 another court.

12 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
13 PRODUCED IN THIS LITIGATION

14 (a) The terms of this Order are applicable to information produced  
15 by a Non-Party in this Action and designated as “CONFIDENTIAL” or  
16 “ATTORNEYS’ EYES ONLY.” Such information produced by Non-Parties in  
17 connection with this litigation is protected by the remedies and relief provided by  
18 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
19 Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request,  
21 to produce a Non-Party’s confidential information in its possession, and the Party  
22 is subject to an agreement with the Non-Party not to produce the Non-Party’s  
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the  
25 Non-Party that some or all of the information requested is subject to a  
26 confidentiality agreement with a Non-Party;  
27  
28

1 (2) promptly provide the Non-Party with a copy of the  
2 Stipulated Protective Order in this Action, the relevant discovery request(s), and a  
3 reasonably specific description of the information requested; and

4 (3) make the information requested available for inspection by  
5 the Non-Party, if requested.

6 (c) If the Non-Party fails to seek a protective order from this court  
7 within 14 days of receiving the notice and accompanying information, the  
8 Receiving Party may produce the Non-Party's confidential information responsive  
9 to the discovery request. If the Non-Party timely seeks a protective order, the  
10 Receiving Party shall not produce any information in its possession or control that  
11 is subject to the confidentiality agreement with the Non-Party before a  
12 determination by the court. Absent a court order to the contrary, the Non-Party shall  
13 bear the burden and expense of seeking protection in this court of its Protected  
14 Material.

15 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

16 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
17 Protected Material to any person or in any circumstance not authorized under this  
18 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
19 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
20 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
21 or persons to whom unauthorized disclosures were made of all the terms of this  
22 Order, and (d) request such person or persons to execute the "Acknowledgment and  
23 Agreement to Be Bound" that is attached hereto as Exhibit A.

24 12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
25 PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain  
27 inadvertently produced material is subject to a claim of privilege or other protection,  
28 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
2 may be established in an e-discovery order that provides for production without  
3 prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar  
4 as the parties reach an agreement on the effect of disclosure of a communication or  
5 information covered by the attorney-client privilege or work product protection, the  
6 parties may incorporate their agreement in the stipulated protective order submitted  
7 to the court.

8 13. MISCELLANEOUS

9 13.1 Right to Further Relief. Nothing in this Order abridges the right of any  
10 person to seek its modification by the Court in the future.

11 13.2 Right to Assert Other Objections. By stipulating to the entry of this  
12 Protective Order no Party waives any right it otherwise would have to object to  
13 disclosing or producing any information or item on any ground not addressed in this  
14 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
15 ground to use in evidence of any of the material covered by this Protective Order.

16 13.3 Filing Protected Material. A Party that seeks to file under seal any  
17 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
18 only be filed under seal pursuant to a court order authorizing the sealing of the  
19 specific Protected Material at issue. If a Party's request to file Protected Material  
20 under seal is denied by the court, then the Receiving Party may file the information  
21 in the public record unless otherwise instructed by the court.

22 14. FINAL DISPOSITION

23 After the final disposition of this Action, as defined in paragraph 5, within 60  
24 days of a written request by the Designating Party, each Receiving Party must return  
25 all Protected Material to the Producing Party or destroy such material. As used in  
26 this subdivision, "all Protected Material" includes all copies, abstracts,  
27 compilations, summaries, and any other format reproducing or capturing any of the  
28 Protected Material. Whether the Protected Material is returned or destroyed, the



1 Receiving Party must submit a written certification to the Producing Party (and, if  
2 not the same person or entity, to the Designating Party) by the 60 day deadline that  
3 (1) identifies (by category, where appropriate) all the Protected Material that was  
4 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
5 copies, abstracts, compilations, summaries or any other format reproducing or  
6 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
7 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
8 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
9 and trial exhibits, expert reports, attorney work product, and consultant and expert  
10 work product, even if such materials contain Protected Material. Any such archival  
11 copies that contain or constitute Protected Material remain subject to this Protective  
12 Order as set forth in Section 5 (DURATION).

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1 15. VIOLATIONS

2 Any violation of this Order may be punished by any and all appropriate measures  
3 including, without limitation, contempt proceedings and/or monetary sanctions.  
4

5 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Jeffrey Tsai, attest that the other  
6 signatories listed, and on whose behalf the filing is submitted, concur in the  
7 filing's content and have authorized the filing.  
8

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
10

11 DATED: April 1, 2025

**DLA PIPER LLP**

12 By: /s/ Jeffrey Tsai

13 JEFFREY TSAI  
14 COLIN MCGRATH  
15 SAM BODLE

16 *Attorneys for Plaintiff*  
*M&N LUXURY AV, LLC*

17 DATED: April 1, 2025

**K&L GATES LLP**

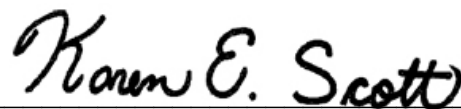
18 By: /s/ Christopher S. Finnerty

19 J. DAVID BOURNAZIAN  
20 CHRISTOPHER S. FINNERTY

21 *Attorneys for Defendants*  
22 *BANG & OLUFSEN AMERICA INC,*  
23 *OLUFSEN A/S, B&O PLAY A/S and*  
*BANG & OLUFSEN OPERATIONS*  
*A/S*

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

25  
26 DATED: April 1, 2025



27 HON. KAREN E. SCOTT  
28 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury  
that I have read in its entirety and understand the Stipulated Protective Order that  
was issued by the United States District Court for the Central District of California  
on [date] in the case of *M&N Luxury AV LLC v. Bang & Olufsen America, Inc. et al.*, Case No. 24-cv-2230 (C.D. Cal.). I agree to comply with and to be bound by all  
the terms of this Stipulated Protective Order and I understand and acknowledge that  
failure to so comply could expose me to sanctions and punishment in the nature of  
contempt. I solemnly promise that I will not disclose in any manner any information  
or item that is subject to this Stipulated Protective Order to any person or entity  
except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print  
or type full name] of \_\_\_\_\_ [print or type  
full address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_